



EPOS PARTNER PROGRAM

TERMS AND CONDITIONS

These Terms and Conditions (“Terms”) govern your participation in the EPOS Partner Program (the “Program” or “Partner Program”). The Terms constitute an agreement between the partner accepting these Terms (“you”, “your”, or “Partner”) and EPOS Group A/S, company registration no. 39 82 02 42, a limited liability company incorporated under the laws of the Kingdom of Denmark, with its registered office address at Industriparken 27, 2750 Ballerup, Denmark (“EPOS”, “us”, or “we”). These Terms shall apply to all Partners participating in and receiving benefits under the Program.

1. PROGRAM

1.1 APPLICATION AND ACCEPTANCE

1.1.1 You must submit a complete and accurate program application through the EPOS Partner Program website (“Partner Portal”) to join the Program. The Partner Portal is located at Partners.eposaudio.com EPOS may update the location of the Partner Portal at any time and will provide notice of such update to Partners. Acceptance to the Program and your assignment to the tiering levels within the Program are determined by EPOS. These Terms do not authorize you to purchase products and services directly from EPOS. This Program and your participation in the Program is non-exclusive. When you provide electronic consent to these Terms, you agree to be bound by these Terms in case your application for participation in the Program is approved. By providing an application to join the Program, you represent to us (a) that you have legal authority to bind Partner to these Terms, and (b) if any of your Affiliates (as defined herein) receives benefits under the Program, you will be responsible for such Affiliate’s compliance with these Terms. If you are accepted into the Program, you are eligible to receive benefits described in the Partner Portal in accordance with your tiering level. An “Affiliate” means an entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, another entity.

1.2 PARTNER PORTAL ACCESS

1.2.1 As a Partner who is accepted into or participates as part of the Program, you may receive access to portions of the Partner Portal that are not generally available to the public. You may receive access to information, materials and tools pertaining to EPOS, EPOS Affiliates, the Program and products offered for sale by EPOS, and Personal Information (as defined herein) (collectively the “Information”). EPOS hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable license, as long as you are participating as part of the Program under these Terms, to access and use the Partner Portal and Information solely in accordance with these Terms. You shall use the Information only for the purposes of the Program to advertise, offer to sell and sell EPOS products, and not for any other purpose. Each employee, agent, contractor, or other person who represents you or acts on your behalf, including, without limitation, by accessing the Partner Portal, shall be considered a “User.” Users are required to accept Partner Portal terms of use to access the Partner Portal on your behalf.

1.3 ASSOCIATED PROGRAMS

1.3.1 Depending on your eligibility, EPOS may offer various benefits related to your participation in the Program (“Associated Programs”). Associated Programs may be subject to additional terms and conditions (“Associated Program Terms”). You may be required to accept Associated Program Terms before receiving benefits of such Associated Programs. EPOS may modify Associated Programs at any time in its sole discretion subject to the Associated Program Terms. Your eligibility to participate in Associated Programs is subject to these Terms.

1.4 AMENDMENTS

1.4.1 EPOS may issue Associated Program Terms and/or update or modify these Terms or any Associated Program Terms related to the Program from time to time in its sole discretion (each a “Policy” and together “Policies”). Policies are effective when they are made available to you through the Partner Portal or otherwise communicated to you in writing. Policies, or updates or modifications to Policies, will be effective when so indicated within such communications. EPOS will use its commercially reasonable efforts to provide advance notice of any Policy issuance, modifications, or termination.

1.5 PRECEDENCE

- 1.5.1 If there are conflicting provisions regarding the interpretation of these Terms with your participation in the Program the following order of precedence shall prevail to the extent of such conflict: (i) these Terms, (ii) Associated Program Terms (unless a different order of precedence is specifically stated in the Associated Program Terms), and (iii) any other agreement between you and EPOS related to the subject matter of the Program.

2. PARTNER OBLIGATIONS

2.1 PARTNER LISTING

- 2.1.1 EPOS may make available a partner-locator tool to help the public search for certain EPOS channel partners as determined by EPOS. You hereby authorize EPOS to include your company information in the partner-locator tool, including, but not limited to company name, logo, address, website, main telephone number and email address. You agree to maintain a current profile in the partner-locator tool. EPOS is under no obligation to include your details in a partner-locator tool.

3. INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS ETC.

- 3.1 "Intellectual Property" means any computer program, algorithms, know-how, hardware and/or software configurations, inventions, documentation, translations, text and other works of authorship, data, databases, information, designs, utility models, symbols, images, logos, marks, names, procedures, processes, technical improvements, and any other intangibles, whether registered or unregistered and whether such rights can be legally protected or not. You will use EPOS Intellectual Property only as permitted by the Program and the EPOS Brand Guidelines available at the Partner Portal. You agree that any trademarks, service marks, trade or company names, product and service identifications, internet domains/internet addresses, website designs, logos, artwork and other symbols and devices associated with EPOS, EPOS Affiliates, and products (the "EPOS Marks"), as well as any EPOS owned images, are and shall remain the property of EPOS or the appropriate EPOS Affiliate. You acknowledge that any provided images and artwork may be copyrighted by EPOS or EPOS Affiliates and you will not alter these images or use them outside of the context in which they were provided to you. Your use of the EPOS Marks and EPOS-owned images shall be in conformance with these Terms and the EPOS Brand Guidelines available at the Partner Portal and must be commercially reasonable as to the size, placement, and other manners of use.

4. CONFIDENTIALITY

4.1 CONFIDENTIAL INFORMATION

- 4.1.1 You may have access to or be exposed to (through the Partner Portal or other means) Information or other materials, data or information that is not generally known to the public, whether such information is in written, oral, electronic, web site-based, or other forms (collectively, "Confidential Information"). You will keep all Confidential Information strictly confidential for a period of three years after the termination of these Terms, using at least the same degree of care as you use to protect your own confidential information, but no less than reasonable care. Notwithstanding anything to the contrary in these Terms, your confidentiality obligations with respect to Personal Information and trade secrets of EPOS or EPOS Affiliates shall never expire (in the case of trade secrets of EPOS, as long as these remain trade secrets). You may only use the Confidential Information in furtherance of your performance under these Terms. The Confidential Information may only be disclosed to your employees, affiliates, or consultants who have at least an equivalent confidentiality obligation as set out in this section, and who have a genuine need to know such Confidential Information for your performance under these Terms. You agree to not: (i) divulge any Confidential Information or any information derived therefrom to any third party; (ii) make any use whatsoever at any time of any Confidential Information except as expressly permitted hereunder; (iii) reverse engineer, disassemble, or decompile any software, or other tangible objects that embody the Confidential Information; (iv) copy the Confidential Information, except as required to accomplish the intent of these Terms; and (v) reproduce the Confidential Information without including all of the original confidentiality or proprietary rights notices or legends, if any. These confidentiality obligations do not apply to any Confidential Information that (a) you can demonstrate was in your possession before your receipt from EPOS; (b) is or becomes publicly available through no fault by you; or (c) you rightfully received from a third party without a duty of confidentiality. If you are required by a government body or court of law to disclose any Confidential Information, you agree to give EPOS reasonable notice in advance (if possible). You acknowledge that damages for improper disclosure of Confidential Information may be irreparable and that EPOS, in addition to any other legal remedies and monetary damages which may be available, shall be entitled to seek such equitable relief as may be necessary to protect EPOS against any such breach or threatened breach, including, without exception, any injunctive relief appropriate to prevent any actual or threatened use or disclosure of the Confidential Information, without having to put up collateral.

4.2 PERSONAL INFORMATION

4.2.1 The term “Personal Information” means any information or data that alone or together with any other information relates to an identified or identifiable natural person, or data considered to be personal data as defined under applicable laws, including but not limited to names and contact information on employees.

4.3 PRIVACY NOTICE

4.3.1 Personal Information made available by you or any of your Users in connection with the Program, will be treated in accordance with the EPOS Privacy Notice available at www.eposaudio.com/en/dk/legal/privacy-notice.

5. COMPLIANCE

5.1 GENEREL

5.1.1 Each of EPOS and you shall be responsible for its own compliance with laws, regulations, and other legal requirements applicable to the conduct of its business and these Terms.

5.2 COMPLIANCE BY USERS

5.2.1 You shall ensure that each User is aware of and is required to comply with these Terms and you agree that you are solely responsible for the acts and omissions of your Users.

5.3 CODE OF CONDUCT

5.3.1 When you provide electronic consent to these Terms, you agree to comply with the Demant Group Third Party Compliance Code available at www.demant.com. If you become aware of any activities that are illegal or in breach of Demant Group Third Party Compliance Code, you shall be obligated to report this activity to EPOS, either through the Partner Portal or via www.demant.com. This applies as well for any of your Affiliates.

6. WARRANTY DISCLAIMER

6.1 EPOS makes no warranties and specifically disclaims all warranties and representations with respect to the Program and any Associated Program (including, without limitation, all Information, tools, and other materials related to or provided under the Program or any Associated Program), either express or implied. All EPOS Information is provided “as is”. Products that might be made available to you under the Program or under any Associated Program are offered "as is" with no written, express, or implied warranty.

7. INDEMNIFICATION

7.1 To the extent permitted by law, you shall indemnify, defend, and hold harmless EPOS, EPOS Affiliates, and their respective successors and assigns from any claim, loss, fine, penalty, demand, cause of action, debt, damages, or liability (including reasonable attorney or legal fees, expenses, and court costs) arising from any violation by you or any User of these Terms or any Associated Program Terms, or any applicable laws or regulations.

8. LIMITATION OF LIABILITY

8.1 EPOS shall have no liability for any consequential, special, punitive, incidental, or indirect loss or damages arising from, out of, or relating to the Program or any Associated Program, including any loss of business, income, or profits, or for lost or corrupted data or software. These limitations of liability shall apply to all claims for damages, whether based in contract, tort, breach of statutory duty, or otherwise, and whether EPOS knew or should have known the possibility of such damages. Nothing in these Terms is intended to exclude any liability resulting from gross negligence or willful misconduct or any liability which cannot be excluded or limited under applicable laws.

9. TERMINATION

9.1 TERMINATION

9.1.1 You may withdraw from the Program at any time by providing thirty (30) days' written notice to EPOS at enterprise@eposaudio.com. EPOS may suspend or terminate your participation in and/or benefits under the Program (including access to the Partner Portal), in whole or in part, upon written notice to Partner: (i) for any breach of these Terms or any other agreement related to your participation in the Program, or (ii) for any attempt to impair the integrity of the Program as determined by EPOS. In addition, EPOS, in its sole discretion, may terminate these Terms or Program (including access to the Partner Portal) in whole or in part, for all participants, or for you alone, without cause, upon thirty (30) days' notice (notices may be made available by EPOS through the Partner Portal or be otherwise communicated to you in writing).

9.2 EFFECT OF TERMINATION

9.2.1 Upon termination of these Terms, the license and rights granted hereunder shall terminate completely and Partner shall cease to use Information and Partner Portal and shall promptly destroy, and certify to EPOS if requested, all tangible copies of the Information in its possession. Nothing in this section shall limit EPOS's rights to pursue other legal remedies. All provisions that by their nature are intended to survive the termination shall survive.

9.3 TERMINATION OF PARTNER PORTAL ACCESS

9.3.1 EPOS has the right to terminate or discontinue access to the Information or Partner Portal, at its convenience, by sending written notice thereof (notices may be made available by EPOS through the Partner Portal or be otherwise communicated to you in writing).

10. MISCELLANEOUS

10.1 INDEPENDENT CONTRACTORS

10.1.1 You and EPOS are independent contractors and shall have no authority to bind the other. Neither these Terms nor your participation in the Program shall be deemed to create a partnership, agency, joint venture, franchise, or other similar arrangement, and the employees, agents, or representatives of one party shall not be deemed to be employees, agents, or representatives of the other party.

10.2 ASSIGNMENT

10.2.1 You may not assign these Terms or any of your rights under the Program or these Terms, nor delegate any of your obligations, to any third party, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner without EPOS's prior written consent. Any attempted assignment, sub-license, or transfer in violation of the foregoing shall be null and void. Any successor to your company in a corporate transaction may apply as a new partner under these Terms.

10.3 MODIFICATIONS

10.3.1 We retain the right to modify the Program or any aspect of it, including these Terms, at any time. We will provide notice of Program changes through the Partner Portal. You are responsible for regularly checking the Partner Portal, and your continuing participation in, and performance under, the Program shall be deemed to be your acceptance of such changes as of the effective date of the modifications.

10.4 SEVERABILITY

10.4.1 If any provision herein is void or unenforceable, you and EPOS agree to delete such provision and agree that the remainder of the Terms will continue to be in effect.

10.5 WAIVER

10.5.1 EPOS's failure to enforce your strict performance of any term herein will not constitute a waiver of EPOS's right to subsequently enforce such term or any other term of these Terms.

10.6 SURVIVAL

10.6.1 All obligations herein, which by their terms or nature survive termination or expiration of these Terms, will continue thereafter until fully performed.

10.7 FORCE MAJORE

10.7.1 Neither party will be liable for any failure or delay in the performance of its obligations, in whole or in part, directly or indirectly, during any period if performance is delayed or rendered impracticable or impossible due to reasonably unforeseeable circumstances beyond that party's reasonable control.

10.8 REFERENCES

10.8.1 You shall not directly or indirectly issue or release any written publicity, marketing collateral, press release, or other public announcement, relating in any way to these Terms or your participation in the Program, or your relationship with EPOS except to the extent expressly permitted by EPOS in writing through the Partner Portal or otherwise provided by EPOS.

10.9 ENTIRE AGREEMENT

10.9.1 These Terms (including all online terms referenced herein), along with revisions to these Terms or to the Program as may be posted, from time to time, to the Partner Portal by EPOS, constitute the entire agreement between Partner and EPOS regarding the Program, including but not limited to Associated Program Terms. Partner expressly disclaims any reliance on statements or representations made by EPOS that are not embodied in these Terms or on EPOS's prior course of conduct.

10.10 NOTICES

10.10.1 EPOS may provide notice to Partner under these Terms through the Partner Portal, or by e-mail using the information included in Partner's profile as must be kept up to date by Partner from time to time and shall be considered effective or received when transmitted to Partner. Partner will provide all notices by mail to enterprise@eposaudio.com and such notice will be effective when received. A corporate name change of either party shall not require approval by the other party, unless part of a transaction requiring consent under these Terms.

10.11 GOVERNING LAW

10.11.1 The parties agree that all issues, questions, and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms, and all matters of extra-contractual and/or tort liability, if any, arising out of or in relation with these Terms shall be determined in accordance with the laws of the Kingdom of Denmark, without regard to its conflicts of laws principles. Any dispute arising between the parties arising out of or in connection with these Terms and/or any contractual or non-contractual (including pre-contractual) matters in connection with its conclusion, validity, interpretation, enforcement, performance and termination will be submitted to the exclusive jurisdiction of the Danish courts.

10.11.2 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

10.12 ELECTRONIC ACCEPTANCE

10.12.1 By electronically clicking "I accept" or other similar language, you acknowledge and agree on behalf of the Partner entity that (i) you have read these Terms, (ii) you are authorized to agree to the terms of these Terms on behalf of Partner, and (iii) each of the terms and conditions of these Terms will be binding and enforceable on and against Partner.